

# **EXHIBIT A-2**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS SECURITIES AND ERISA LITIGATION

This Document Applies to:

*In re Lehman Brothers Mortgage-Backed Securities Litigation, No. 08-cv-6762*

CLASS ACTION

LEAD CASE NO. 09-MD-2017 (LAK)

Exhibit A-2

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action entitled *In re Lehman Brothers Securities and ERISA Litigation, Master Civ. No. 09-MD-2017 (LAK)*, *In re Lehman Brothers Mortgage-Backed Securities Litigation*, Civ. No. 08-6762 (LAK) (the "Action"), you must complete this Proof of Claim and Release form. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the settlement in the Action.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED NOT LATER THAN \_\_\_\_\_, 2012, ADDRESSED AS FOLLOWS:

Lehman MBS Settlement  
c/o Rust Consulting, Inc.  
P.O. Box 2658  
Faribault, MN 55011  
(877) 884-5903  
[www.LehmanMBSSettlement.com](http://www.LehmanMBSSettlement.com)

If you are NOT a member of the Class, as defined in the Notice of Proposed Settlement of Class Action, Motion for Attorneys' Fees and Reimbursement of Expenses and Settlement Fairness Hearing ("Notice"), DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

QUESTIONS? CALL TOLL-FREE 1-(877) 884-5903

VISIT [www.LehmanMBSSettlement.com](http://www.LehmanMBSSettlement.com)

OR

EMAIL: [info@LehmanMBSSettlement.com](mailto:info@LehmanMBSSettlement.com)

\*LEHMAN MBS\*

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MUST BE POSTMARKED

NOT LATER THAN

XXXXXXXX xx, 2010

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

*In re Lehman Brothers Securities and ERISA Litigation,*

Master Civ. No. 09-MD-2017 (LAK)

*In re Lehman Brothers Mortgage-Backed Securities Litigation,*

Civ. No. 08-CV-6762 (LAK)

**PROOF OF CLAIM AND RELEASE**

Use Blue or Black Ink Only

For Official Use Only

**PART I. CLAIMANT IDENTIFICATION** - Complete either Section A or B and then proceed to C. Please type or print.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)

First Name (Beneficial Owner)

Last Name (Joint Beneficial Owner, if applicable)

First Name (Joint Beneficial Owner)

Name of IRA Custodian, if applicable

If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name

Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)

## C. Account/Mailing Information:

Specify one of the following:

☐ Individual(s) ☐ Corporation ☐ UGMA Custodian ☐ IRA ☐ Partnership ☐ Estate ☐ Trust
☐ Other:

Number and Street or P.O. Box

City

State

Zip Code

Foreign Province and Postal Code

Foreign Country

Telephone Number (Day)

Telephone Number (Evening)

E-mail Address

Account Number

Enter Taxpayer Identification Number below for the Beneficial Owner(s).

Last 4 digits of Social Security No. (for individuals)

or Taxpayer Identification No.

☐ \*LEHMAN MBS\*\*2-13\* ☐

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in Lehman mortgage pass-through certificates) on one Proof of Claim, no matter how many accounts the transactions were made in.

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim form, whether or not they also submit electronic copies, either listing all their transactions or including a notation to see corresponding electronic file for all transactions. If you wish to file your claim electronically, you must contact the Claims Administrator at (877) 884-5903 or visit their website at [www.LehmanMBSSettlement.com](http://www.LehmanMBSSettlement.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

**Proceed to Part II of this Proof of Claim.**

**PART II - TRANSACTIONS IN MORTGAGE PASS-THROUGH CERTIFICATES**

1. **PURCHASES AND ACQUISITIONS:** List all purchases and acquisitions of mortgage pass-through certificates pursuant or traceable to Structured Asset Securities Corporation's August 16, 2005 Registration Statement or May 16, 2006 Registration Statement, and the accompanying prospectuses and prospectus supplements in any of the Offerings. Be sure to attach the required documentation.

Date(s) of Purchase or Acquisition (list chronologically) Month/Day/Year	Cusip (as provided in Table A of the accompanying Notice)	Face Value	Price	Total Cost (excluding commissions, taxes & fees)

2. **SALES:** List all sales of mortgage pass-through certificates that were purchased or acquired pursuant or traceable to Structured Asset Securities Corporation's August 16, 2005 Registration Statement or May 16, 2006 Registration Statement, and the accompanying prospectuses and prospectus supplements in any of the Offerings. Be sure to attach the required documentation.

Date(s) of Purchase or Acquisition (list chronologically) Month/Day/Year	Cusip (as provided in Table A of the accompanying Notice)	Face Value	Price	Total Cost (excluding commissions, taxes & fees)

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE,  
WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX:

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IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

**PART III - TRANSACTIONS IN MORTGAGE PASS-THROUGH CERTIFICATES CONT.)**

3. **UNSOLD MORTGAGE PASS-THROUGH CERTIFICATES AT THE DATE SUIT WAS BROUGHT AND THROUGH DATE OF SUBMISSION OF CLAIM FORM:** State the CUSIP and Face Value of the mortgage pass-through certificates that were purchased or acquired pursuant or traceable to Structured Asset Securities Corporation's August 16, 2005 Registration Statement or May 16, 2006 Registration Statement, and the accompanying prospectuses and prospectus supplements in any of the Offerings, that the Claimant still owned on the following dates:

June 19, 2008	Cusip (as provided in Table A of the accompanying Notice)	Face Value

July 23, 2008	Cusip (as provided in Table A of the accompanying Notice)	Face Value

February 23, 2009	Cusip (as provided in Table A of the accompanying Notice)	Face Value

Date of Submission of Claim Form	Cusip (as provided in Table A of the accompanying Notice)	Face Value
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

BE SURE TO ATTACH THE REQUIRED DOCUMENTATION.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THESE PAGES,  
WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX:

☐

IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

Proceed to Part III of this Proof of Claim.

**PART III: DEFINITIONS AND RELEASE OF CLAIMS AND SIGNATURE****DEFINITIONS**

1. "Debtors" means Lehman Brothers Holdings Inc. ("LBHI"); Lehman Brothers Special Financing Inc. ("LBSF"); Lehman Commercial Paper Inc. ("LCPI"); Lehman Brothers Commercial Corporation; Lehman Brothers Financial Products Inc.; Lehman Brothers OTC Derivatives Inc; Lehman Brothers Derivative Products Inc.; Lehman Brothers Commodity Services Inc.; Lehman Scottish Finance L.P.; CES Aviation LLC; CES Aviation V LLC; CES Aviation IXLLC; East Dover Limited; Luxembourg Residential Properties Loan Finance S.a.r.l.; BNC Mortgage LLC; Structured Asset Securities Corporation; LB Rose Ranch LLC; LB 2000 Kalakaua Owners LLC; Merit LLC; LB Sommerset LLC; LB Preferred Somerset LLC; LB 745 LLC; and PAMI Statler Arms LLC.

2. "Defendants" means Mark L. Zusy; Samir Tabet; James J. Sullivan; Lana Franks Harber; Edward Grieb; Kristine Smith; and Richard McKinney.

3. "Effective Date," means the date on which all of the following shall have occurred: (i) Defendants no longer have any right to terminate this Settlement or if Defendants do have such right, they have given written notice to Lead Counsel that they will not exercise such right; (ii) the Court has entered the Preliminary Order; (iii) the Court has approved the Settlement, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; (iv) the Court has entered the Judgment, substantially in the form annexed hereto as Exhibit B or the Court has entered an order and final judgment in a form other than that provided above ("Alternative Judgment") and neither Plaintiffs or Intervenor nor any Defendant elects to terminate this Settlement (v) the Judgment or Alternative Judgment has become Final; and (vi) the Dismissal Order has been granted by the Second Circuit Court of Appeals.(as defined in the Stipulation).

4. "Judgment" means and order of judgment and dismissal approving the Settlement to be rendered by the Court .

5. "Lehman Entity" or "Lehman Parties" means any one or more of SASCO, Lehman Brothers Holding and Lehman Brothers, Inc.

6. "Related Parties" means the Defendants' respective past or present heirs, executors, estates, administrators, predecessors, successors, assigns, attorneys, parents, subsidiaries, affiliates, insurers and reinsurers, employers, employees, members, directors, managing directors and officers, and includes the Debtors.

7. "Released Parties" means Defendants, the Debtors and any Lehman Entity.

8. "Released Parties' Claims" means any and all claims, rights, remedies, demands, liabilities, or causes of action of every nature and description whatsoever (including but not limited to, any claims for damages, punitive damages, compensation, restitution, rescission, interest, attorneys' fees/costs, expert or consulting fees, and any other costs, expenses, losses or liabilities of any kind or nature whatsoever), whether legal, statutory or equitable in nature to the fullest extent that the law permits their release in this action, by or on behalf of Plaintiffs, Intervenor or any other Class Members against any of the Released Parties that have been alleged or could have been alleged in the Complaint or in any proceeding complaints by any of the Class Members (or in any forum or proceeding or otherwise), whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, whether known claims or unknown claims, whether class, representative, or individual in nature, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, whether at law or in equity, matured or unmatured, that (i) are based upon or arise from any of the allegations, transactions, facts, matters, events, disclosures, statements, occurrences, circumstances, representations, conduct, acts, or omissions or failures to act that have been alleged or asserted in the Complaint or in any preceding complaints (or in any forum or proceeding or otherwise), and (ii) are based upon the purchase or acquisition of the Certificates. Notwithstanding the foregoing, the Class will not release any claims relating to the enforcement of the settlement. Plaintiffs and Intervenor further agree, that any proofs of claims that they have filed in the Bankruptcy Case that come within the scope of the foregoing release, including without limitations proofs of claim nos. 22023, 27760 and 22024 (collectively, all such proofs of claim the "Proofs of Claim") shall, upon Effective Date, be disallowed with prejudice, and, within ten business days of the Effective Date, Plaintiffs and Intervenor shall file a notice on the docket in the Bankruptcy Case withdrawing the Proofs of Claim.



9. "Settled Claims" means, to the fullest extent permitted by law or equity, any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or foreign law, or any other law, rule, or regulation, that were asserted, could have been asserted, or that arise out of the same transactions or occurrences as the claims that were asserted, in the Action.

10. "Settlement Class" or "Class" means all persons or entities who purchased or otherwise acquired mortgage pass-through certificates pursuant or traceable to Structured Asset Securities Corporation's August 16, 2005 Registration Statement, or May 10, 2006 Registration Statement and the accompanying prospectuses and prospectus supplements in the following 17 offerings and were damaged thereby: The LXS 2005-5N offering, LXS 2005-7N offering, LXS 2005-6 offering, LXS 2005-8 offering, LXS 2006-2N offering, LXS 2006-14N offering, LXS 2006-16N offering, LXS 2006-GP2 offering, GMFT 2006-AR4 offering, GMFT 2006-AR5 offering, SARM 2006-1 offering, SARM 2006-4 offering, SARM 2007-6 offering, SASCO 2007-BC1 offering, SASCO 2007-EQ1 offering, SASCO 2007-OSI offering and FFMLT 2006-FFB offering (collectively, the "Certificates") Excluded from the Class are Lehman Brothers Holdings, Inc. ("LBHI"), Lehman Brothers, Inc. ("LBI"), Structured Asset Securities Corporation ("SASCO"), Defendants and their respective officers, affiliates and directors at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns. Also excluded from the Class are any persons or entities who exclude themselves by filing a valid request for exclusion in accordance with the requirements set forth in the Notice from the Class. Also excluded from the Class are any persons or entities who exclude themselves by filing a valid request for exclusion in accordance with the requirements set forth in the Notice.

#### RELEASE

11. I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, on behalf of him, her or itself and any of his, her or its personal representatives, spouse, domestic partner, trustees, heirs, executors, administrators, successors or assigns for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, waived, discharged and dismissed each and every Settled Claim against each and all of the Released Parties, and shall forever be enjoined from pursuing any or all Settled Claims against any Released Party, whether directly or indirectly, whether on their own behalf or otherwise, and regardless of whether or not such Class Member executes and delivers a Proof of Claim Form (except that the foregoing provision shall not apply to any such representative, spouse, domestic partner, trustee, heir, executor, administrator, successor or assign who independently would be a member of the Settlement Class and timely excludes himself, herself or itself). By entering into this Settlement Agreement, Plaintiffs represent and warrant that they have not assigned, hypothecated, conveyed, transferred or otherwise granted or given any interest in the Settled Claims, or any of them, to any other person or entity, whether or not a Proof of Claim Form is executed and delivered by, or on behalf of, such Class Member.

Proceed to Part IV of this Proof of Claim.

<b>PART IV: SIGNATURE AND CERTIFICATIONS</b>
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By signing and submitting this Proof of Claim Form, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Proof of Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or acquisitions of Lehman mortgage pass-through certificates and alleging the Settled Claims and know of no other person having done so on my (our) behalf.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish, waive, discharge and dismiss each and every Settled Claim against each and all the Released Parties' as defined above,

1. that the Claimant(s) is a (are) Class Member(s), as defined herein and in the Notice;
2. that I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in the mortgage pass-through certificates at issue herein;
3. that I (we) own(ed) the mortgage pass-through certificates identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;
5. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties, the Claims Administrator or the Court may require;
6. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim;
7. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof,
8. that I (we) have included information requested above about all of my (our) transactions in Lehman mortgage pass-through certificates; and
9. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

☐ **\*LEHMAN MBS\***

**\*9-13\*** ☐



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_, \_\_\_\_\_.  
(City) (State/County)

Signature of Claimant

(Type or print name of Claimant)

Signature of Joint Claimant, if any

(Type or print name of Joint Claimant, if any)

Signature of person signing on behalf of Claimant

(Type or print name of person signing on behalf of Claimant)

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

(Capacity of Person Signing (Executor, President, Trustee, etc.))



**\*LEHMAN MBS\***

**\*10-13\***



REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim and Release form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents.
4. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (888)
7. If you move, please send your new address to:

Lehman MBS Settlement  
c/o Rust Consulting, Inc.  
P.O. Box 2658  
Faribault, MN 55011  
(877) 884-5903  
[info@LehmanMBSSettlement.com](mailto:info@LehmanMBSSettlement.com)

Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN , 2012, AND MUST BE MAILED TO:

Lehman MBS Settlement  
c/o Rust Consulting, Inc.  
P.O. Box 2658  
Faribault, MN 55011

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.